UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2

HUDSON VIEW III ASSOCIATES, L.P. and H.V. II, L.L.C.[1]

Joint Employers

and **Case No. 2-RC-23029**

STATIONARY ENGINEERS, FIREMEN, MAINTENANCE, AND BUILDING SERVICE EMPLOYEES UNION, LOCAL 670, RWDSU, UFCW

Petitioner

DECISION AND DIRECTION OF ELECTION

Hudson View III Associates, L.P. and HVII, L.L.C., herein the Employers,[2] are engaged in the business of leasing residential apartment housing in the New York metropolitan area. The Employers own four buildings located on 145th Street and Amsterdam Avenue which are HUD-approved projects. The Stationary Engineers, Firemen, Maintenance and Building Service Employees Union, Local 670, RWDSU, UFCW, herein the Petitioner, filed a petition with the National Labor Relations Board under Section 9(c) of the National Labor Relations Act. The petitioned-for unit includes all full-time and regular and part-time building service employees, including superintendents and porters, but excluding all other employees, clerical employees, guards and supervisors as defined in the Act. The Employer contended that the petition should be dismissed because if the superintendents are found to be supervisors, then the petitioned-for unit is left with a single, part-time employee in which the Board will not direct an election.

Upon a petition duly filed under Section 9(b) of the National Labor Relations Act, as amended, a hearing was held before a Hearing Officer of the National Labor Relations Board.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, the Board has delegated its authority in this proceeding to the Regional Director, Region 2.

Based upon the entire record in this matter[3] and in accordance with the discussion below, I conclude and find as follows:

1. The Hearing Officers' rulings made at the hearing are free from prejudicial error and are hereby affirmed.

2. The parties stipulated that Hudson View III Associates, L.P., herein HV III, is a New York limited corporate partnership, with a principal place of business located at 29 West

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[1] At the hearing, Petitioner amended its petition by removing an entity called "Albert Contracting & Maintenance, Inc." and adding HV II, L.L.C.

[2] The Employers are represented by the same counsel who accepted service on behalf of both Employers and submitted a brief on behalf of both Employers.

[3] Briefs filed by the Petitioner and the Employers herein have been duly considered.

46th Street, New York, New York, and is engaged in the business of leasing residential apartment housing in the New York metropolitan area. HV III owns two of the buildings in this matter which are located at 502 West 145th Street and 1704 Amsterdam Avenue. Annually, in the course and conduct of its business operations, the HV III derives gross revenues in excess of $500,000, and purchases and receives at its facility goods and supplies valued in excess of $5,000 directly from points located outside the State of New York.

Further, the parties stipulated that H.V. II, L.L.C., herein HV II, a Delaware limited liability corporation, with a principal place of business located at 778 Old County Road, New York, New York, is engaged in the business of leasing residential apartment housing in the New York metropolitan area. HV II owns the other two buildings in this matter, which are located at 520 and 528 West 145th Street. Annually, in the course and conduct of its business operations, HV II derives gross revenues in excess of $500,000 and purchases and receives at its facility goods and supplies valued in excess of $5,000 directly from points located outside the State of New York.

Based on the stipulations of the parties and the record herein, I find that the both HV III and HV II are Employers engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.

3. The parties stipulated and I find that Stationary Engineers, Firemen, Maintenance, and Building Service Employees Union, Local 670, RWDSU, UFCW, is a labor organization within the meaning of Section 2(5) of the Act.

4. A question affecting commerce exists concerning the representation of certain [4]employees of the Employer within the meaning of Sections 9(c)(1) and 2(6) and (7) of the Act.

5. Petitioner in its petition seeks to represent all full-time and regular part-time building service employees (i.e., the superintendent and porter classifications) employed at the following locations in New York City: 502 W. 145th Street; 520 W. 145 Street; 528 W. 145th Street; and 1704 Amsterdam Avenue; but excluding all other employees, clerical employees, guards, and supervisors as defined in the Act.

Petitioner maintains that the superintendents are employees who perform minor repairs and are responsible for the maintenance of the common areas. They sometimes substitute for the porter who performs routine janitorial work at the four buildings owned by the two employers. The Employers, on the contrary, assert that the superintendents are supervisory because they assign work to the porter and effectively recommend discipline and discharge of the porters. The Employers further assert that the superintendents have the authority to order supplies and deal with contractors. Finally, the Employers note that the superintendents' employment agreements explicitly provide that their duties include the supervision of the porters. Accordingly, the Employers submit that the petition should be dismissed because a one-person unit comprised solely of the porter is inappropriate for collective bargaining.

I have considered the evidence and the arguments presented by the parties on these issues, and as discussed below, I find that the Employers have failed to prove that the superintendents possess supervisory indicia and that the unit petitioned herein is appropriate.

[4] For the reasons set forth below, I have concluded that there is no issue with respect to the appropriateness of the unit or the inclusion of employees of both employers in this unit.

To provide a context for my discussion, I will first provide an overview of the Employers' operations.

I. THE EMPLOYERS' STRUCTURE

In October 2004, the Employers[5] purchased the four buildings in this matter, all of which are located in close proximity to each other, and retained a property management company called the Alpert Group, LLC, herein Alpert, to handle the leases and the daily operations of the buildings. The Employers also engaged Amelite Management Services, Inc., herein Amelite, as the asset manager of all four properties. The record does not indicate precisely what roles these entities play, but the record does establish some overlap in responsibilities with respect to labor relations. Specifically, Ran Cohen, the asset manager who is employed by Amelite, testified that he wrote the employment contracts for the superintendents that were signed on behalf of both Employers (HV II and HV III) by Alpert's managing agent Tracy Franklin.

Further, Cohen maintained that Tracy Franklin is the liaison between the building service employees and Amelite's field manager Shai Yardeny. The record evidence indicates that both Tracy Franklin and Shai Yardeny manage daily operations at the Employers' properties. As an example, the porter, Arthur Francis, testified that he separately discussed approval of his vacation request with Tracy Franklin and Shai Yardeny.

In July 2005, Amelite manager Ran Cohen directed the porter, Arthur Francis, to work at the buildings owned by HV II. In response, Francis requested a pay raise which Cohen granted. In that regard, Francis receives two paychecks, one listing the payor as "Hudson View III Associates c/o The Alpert Group;" and the other identifying "HV II, LLC c/o The Alpert Group" as the payor. On a bi-weekly basis, HVIII superintendent, Calvin Wagner, distributes both paychecks to Francis.

II. TERMS AND CONDITIONS OF EMPLOYMENT

Calvin Wagner, the superintendent of the HV II buildings, has worked in this capacity for various owners for about 25 years. Martin Muhammad has been the superintendent at the HV III buildings for the past nine years. They are "on call" 24 hours a day, seven days a week in case of emergency. Wagner currently earns approximately $9.60 per hour and is expected to work a 40-hour week. Muhammad's wages are slightly less at a rate of $8.15 per hour and he also works a 40-hour week. They both receive rent-free apartments as part of their compensation package.[6] Their hours are from 8:30 am to 5:00 pm, with an unpaid one-hour lunch period.

The sole porter for all four buildings, Arthur Francis, has been employed since 1988. His hourly pay is $11 and he works from 6:00 am to 5:00 pm, Monday through Friday.

None of the employees receive paid vacation or sick time. They are not required to work, but they do not get paid for, six national holidays annually. In the event an employee works on a national holiday, the overtime must be expressly authorized by the building manager. The employees do not receive health insurance benefits from the Employers.

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[5] The record does not reveal the ownership of each of the two Employers. None of the parties raised or litigated the issue of whether the Employers are a single employer.

[6]. The rental value of Muhammed's apartment is $1456 and the rental value of Wagner's apartment is between $1425 and $1500

Finally, all of the building service employees are required to wear uniforms which identify the "Alpert Group" on the back and either "Hudson View III" or "HV II" on the front, next to the employee's name. Francis wears a uniform identifying HVII on the front, irrespective of the buildings in which he is working.

III. JOB DUTIES

The record demonstrates that the primary duties of the superintendents are the overall maintenance and repair of the buildings.[7] On a typical work day, Calvin Wagner spends the morning ordering supplies and calling contractors for major repair work before he sets out to perform repairs in tenants' apartments. Those repairs generally involve minor issues, such as, changing locks or replacing bathroom and kitchen appliances. At the end of the day, he inspects the common areas, like the laundry room, hallways and the roof in order to evaluate any maintenance issues.

In the event an apartment is vacated, Alpert's managing agent Tracy Franklin gives Wagner the apartment keys in order for him to inspect the premises.[8] Depending on the conditions in the vacant apartment, Wagner may ask the porter, Arthur Francis, to clean the apartment and remove debris. In some circumstances, Wagner may request approval from Franklin for repairs, such as replacing the cabinetry. Upon Franklin's approval for the project, Wagner directly orders the supplies that are required for the job.

For major building repairs, such as plumbing, the boiler and the elevator, Wagner calls the contractors regularly used and approved by the Employers. With respect to more uncommon major repairs, such as replacing the roof, the Employers obtain bids from contractors. While Wagner has contacted associates to solicit bids, he has not been involved in the selection process.

At the other two buildings, the superintendent, Martin Mohammed, described a similar set of duties. He begins his day with a walk-through of both buildings to identify any maintenance issues and then attends to repair work, such as water leaks and electrical problems that the tenants are experiencing. He described his office space as a 10 x 10 foot area that also serves as storage for supplies. He maintained that apart from the approved contractors that he calls for repairs to the boiler and the elevator, he does not have discretion to call outside contractors or to order replacement appliances.

Although interaction between the superintendents appears to be limited, they at times substitute for each other in order to cover absences and vacations.[9] Further, both superintendents interact with the porter on a daily basis. In that regard, the porter begins his work day at the HV III properties and then moves to the HV II properties later in the morning.

More specifically, the porter duties include running the trash compactor, sweeping the sidewalks and mopping the floors. On garbage day, the porter focuses almost exclusively on getting the garbage out for all the buildings and particularly at the HV II buildings because they

[7] The parties stipulated that the work duties are the same for both superintendents in issue in this case.
[8] Wagner also inspects all of the apartments annually and submits a report to Franklin, however, none of these reports were offered in evidence.
[9] It appears that the superintendents' coverage may be limited to emergency repairs only. In the event the porter is absent or on vacation, the superintendents perform the cleaning work as overtime.

have a higher volume of trash. In the wintertime, Francis also removes snow and spreads sand and salt around the properties.

While Cohen maintained that the superintendent reports on the cleanliness of the porter's work, no other evidence was offered in this regard. Similarly, the work orders for repairs that are completed by the superintendent were not offered in evidence. Cohen's claim that the superintendents may contact outside contractors without his direction appears to be limited to pre-approved contractors and vendors. In that regard, no documentary evidence was produced to support that the superintendents authorized or signed off on repairs performed by outside contractors. Nonetheless, Cohen testified that when the superintendents signed their respective employment agreements, he told them that they were in a special position of "trust" because they have the keys to all areas of the buildings. They were "his eyes" at the properties. In that regard, the employment agreements explicitly provide that the superintendents' "duties include but are not limited to the supervision of the building porter staff and outside contractors."

IV. AUTHORITY OF THE SUPERINTENDENTS

Assignment of Work

While Cohen testified that the superintendent must ensure that the building is clean by supervising the porter, the record demonstrates that the porter work is routine. In that regard, Francis claimed that despite his frequent contact with the superintendents, "basically nothing" occurs between them because the superintendent is busy with his repair work and he has his set "pattern" of work. Mohammed stated that he never instructs Francis because the porter knows his job assignments. Wagner testified that he occasionally instructs Francis to perform a particular cleaning task but he does not direct the porter's daily cleaning work. As an example, during his tour of the properties, Wagner may notice a piece of furniture or boxes discarded by tenants in the hallway. He will either remove it himself or ask Francis to remove it. Similarly, he may tell Francis to clean the sidewalk in order to avoid a ticket or he may clean the sidewalk himself if Francis is busy with other tasks. Wagner regularly assists Francis with heavy garbage.

Effectively Recommend Discharge

In about January 2005, a porter named Eric Lloyd Ulette was terminated.[10] Cohen testified that Mohammed Martin complained to the managing agent, Tracy Franklin, numerous times about Ulette's failure to clean the buildings. Cohen further claimed that Mohammed complained to field manager Shai Yardeny who visits the buildings about twice a week. Cohen concedes that he did not speak directly with Mohammed. Instead, he claimed that Tracy Franklin relayed to Yardeny that on a few occasions, Mohammed had mentioned "off the record" that Ulette was not performing his job. In turn, Yardeny verified Mohammed's complaints and recommended to Cohen that Ulette be discharged. Cohen did not have a specific recollection of his conversation with Yardeny, but apparently concluded that Ulette should be terminated based on Mohammed's opinion. No documentary evidence was offered in evidence regarding Ulette's discharge.

Mohammed denied that he complained to Cohen or any other manager regarding alleged problems with Ulette's work performance. Mohammed further claimed that he did not

[10] No record evidence was offered regarding the hiring or transfer of his replacement, if any. It appears that about five months later, the Employers decided to split Arthur Francis' time between the two groups of properties.

know why Cohen terminated Ulette because he thought that the porter was a good employee. [11] Moreover, Mohammed and Wagner testified that they have never suspended, disciplined or discharged the porters or recommended such actions.

Evaluation

While no written appraisals have been given to employees, Yardeny inspects the buildings and evaluates the work along with superintendents. With respect to evaluations and bonuses, Cohen maintained that "Mohammed can say about his porter [and] Shai can say about Mohammed."

To the contrary, Wagner testified that he does not evaluate employees and has never done so for Francis. Wagner claimed that he has no authority to recommend that Francis or any other employee get a raise. Francis stated that he has never received an evaluation.

Time Off

Wagner testified that he had no authority to grant Francis time off. At most, Francis might mention to Wagner that he wanted to take time off, but the time off request had to be approved by Franklin. Mohammed also testified that he does not approve Francis' time off.

Overtime

Cohen attested that superintendents do not have discretion to authorize porter overtime but he claimed that they can effectively recommend overtime. No record evidence was offered regarding instances where the superintendents effectively recommended overtime for the porter.

V. ANALYSIS

The Superintendents Are Not Supervisors

It is well established that a party seeking to exclude an individual or group of employees based upon their status as supervisory employees bears the burden of establishing that such status, in fact, exists. *NLRB v. Kentucky River Community Care*, 121 S. Ct. 1861, 1866-1867 (2001); *Benchmark Mechanical Contractors, Inc*., 327 NLRB 829 (1999); *Alois Box Co., Inc*., 326 NLRB 1177 (1998). Thus, "whenever the evidence is in conflict or otherwise inconclusive on particular indicia of supervisory authority, we will find that supervisory status has not been established, at least on the basis of those indicia." *Phelps Community Medical Center*, 295 NLRB 486, 490 (1989). Further, the Board has cautioned that in construing the supervisory exemption, it should refrain from construing supervisory status "too broadly" because the inevitable consequence of such a construction is to remove the individual from the protections of the Act. *Northcrest Nursing Home*, 313 NLRB 491 (1993); *Phelps Community Center, supra*, at 492 (1989). When evidence is inconclusive on particular indicia of supervisory authority, the Board will find that supervisory status has not been established on the basis of those indicia. *Supra* at 490.

[11] However, Francis testified that Cohen told him that Ulette was discharged, in part, due to financial cutbacks.

Applying the foregoing standards to the facts of this case, I find insufficient support in the record to conclude that the superintendents are statutory supervisors. The record does not establish that they exercise supervisory authority with respect to discharge or discipline or that they effectively recommend such actions. The Employer offered vague, conclusory testimony with no documentary support for its assertion that the superintendents have any effective role in discharge determinations. Likewise, no evidence supports that the superintendents disciplined employees. To the extent that Cohen asserts the discharge of Ulette was based on Mohammed's report, it appears that the managing agent and the field manager thoroughly investigated Ulette's work performance and made the recommendation to Cohen to discharge him. *Pepsi-Cola Bottling Co*., 154 NLRB 490, 493-494 (1965)(not a supervisor if complaints or reports of inefficiency are investigated independently by higher management). When the record is considered as a whole, the Employers have failed to show that any recommendations of the superintendents have an effect on the employment status of the porters. While the language in the superintendents' employment agreements states that their job duties include supervision of the porters, I cannot conclude that the employment agreements establish that any specific authority was granted to superintendents with respect to the work performed by the porters. Even assuming that a superintendent made a recommendation to discharge the porter, Ulette, such action is insufficient to establish supervisory status. *Northcrest Nursing Home*, 313 NLRB 491 (1993); *Pepsi-Cola Bottling Co*., 154 NLRB 490 (1965); *Misericordia Hospital Medical Center v. NLRB*, 623 F. 2d 808, 817 fn. 20 (2d Cir. 1980) (authority to do no more than orally counsel and reprimand employees is not supervisory); *Lynwood Health Care Center, Minnesota v. NLRB*, 148 F.3d 1042, 1046 (8th Cir. 1998) (mere authority to effectively recommend warnings that have no tangible effect on an employee's job status is not sufficient for supervisory status).

As with every supervisory indicium, assignment of work must be done with independent judgment before it is considered to be supervisory under Section 2(11) of the Act. Thus, the Board has distinguished between routine direction or assignments of work and that which requires the use of independent judgment. *Laborers International Union of North America, Local 872*, 326 NLRB No. 56 (1998); *Azusa Ranch Market*, 321 NLRB 811 (1996). The Board has held that only supervisory personnel vested with genuine management prerogatives should be considered supervisors, not straw bosses, lead men, setup men and other minor supervisory employees. *Baby Watson Cheesecake*, 320 NLRB 779, 783 (1995); *Mid-State Fruit, Inc*., 186 NLRB 51 (1970).

Based on the record, any assignments made by the superintendents were minimal and routine in nature and do not require the exercise of independent judgment and, therefore, do not rise to Section 2(11) status. The record does not reveal whether Cohen, Yardeny or Franklin established the duties of the porter, but the evidence clearly indicates that the porter's job requires no particular instruction. Instead, it appears that Francis is merely repeating tasks and duties that he was told to perform when hired by the predecessor employer eight years ago. Accordingly, the superintendents' limited role in parceling out assignments to employees who know how to perform the work is not the kind of direction that requires independent judgment. *Cassis Management Corporation*, 323 NLRB 456 (1997). The record is clear that the porter performs largely the same duties on a routine basis everyday. Accordingly, the superintendents acted, at most, as leadmen in handing out directions to clean particular areas of the buildings or vacant apartments.

An employee does not become a supervisor merely because he gives some instructions or minor orders to other employees. Nor does an employee become a supervisor because he has greater skills and job responsibilities or more duties than fellow employees. *Property*

Markets Group, 339 NLRB 199 (2003). In the instant case, the duties of the porter are predetermined, performed daily and routine. No significant direction of their work is either required or undertaken. *Byers Engineering*, 324 NLRB 740 (1997) (authority to issue instructions and minor orders based on greater job skills does not amount to supervisory authority). Accordingly, I conclude that the occasional assignment of work to the porter is of insufficient weight to establish statutory supervisory status.

With respect to the Employers' contention that the superintendents are responsible for granting time off or rewarding employees, the record demonstrates that the superintendents merely act as a conduit between the employees and managing agent Tracy Franklin. Further, it is well established that the ability to evaluate employees, without more, is insufficient to establish supervisory authority. This factor has been deemed unpersuasive in the absence of evidence that an employee's job was ever affected by such an evaluation. *Mount Sinai Hospital*, 325 NLRB 1136 (1998); *Williamette Industries*, 336 NLRB 160 (2001). Here, Cohen's hypothetical claim that the superintendent can recommend the porter for a bonus is so insubstantial that it cannot be relied on.

Regarding different terms and conditions of employment, the superintendents' offices appear to function in part as storage space for supplies. Further, the superintendents wear the same uniforms as the porters and the employees testified that they regard Franklin as their supervisor.

Accordingly, the Employers have not carried their burden of establishing that the superintendents are supervisors within the meaning of Section 2(11) of the Act.

Joint Employer Relationship

Petitioner argues that because the Employers use a single managing agent, Alpert Group, LLC, which serves as the property manager for all four buildings, the Employers have centralized labor relations and therefore, are joint employers. While the Employers' position on the record with respect to joint employer status is somewhat unclear, in its submission, the Employers concede that in the event the superintendents are found not to be supervisory, a single unit consisting of the superintendents and the porter is appropriate. The Employers' indicates that the sole issue is whether the superintendents are supervisors within the meaning of the Act. In sum, the Employers are in effect consenting to have the unit include employees of both employers and are not contesting the appropriateness of the petitioned for unit.

The record establishes that the two Employers are apparently distinct entities that use the same property managing company (Alpert) and the same asset management company (Amelite). Further, the record demonstrates that Amelite manager Ran Cohen hires, transfers, grants wage increases and determines the essential terms and conditions for the employees of both entities. Accordingly, it appears that the Employers, through their common agents, codetermine essential terms and conditions of employment for the superintendents and the porter so as to function as joint employers with respect to the petitioned-for unit. In any event, having found that the superintendents are not supervisors, it appears that the Employers agree to a direction of an election in one unit comprised of all three employees.

In conclusion, the following employees of the Employers constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and regular part-time building service employees, i.e., the superintendent and the porter classifications, employed by the Employers at their facilities located at 502 W. 145th Street; 520 W. 145 Street; 528 W. 145th Street; and 1704 Amsterdam Avenue.

Excluded: All other employees, office clerical employees, and guards, professional employees, and supervisors as defined in the Act.

DIRECTION OF ELECTION

An election by secret ballot shall be conducted by the Regional Director, Region 2, among the employees in the unit found appropriate at the time[12] and place set forth in the notice of election[13] to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit who were employed at the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation or temporarily laid off. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such a strike, who have retained their status as strikers but have been permanently replaced, as well as their replacements, are eligible to vote. Those in the military services of the United States who are in the unit may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced.[14] Those eligible shall vote whether or not they desire to be represented for collective

[12] Pursuant to Section 101.21 (d) of the Board's Statements of Procedure, absent a waiver, an election will normally be scheduled for a date or dates between the 25th and 30th day after the date of this Decision.

[13] The Board has adopted a rule requiring that election notices be posted by an employer "at least 3 full working days prior to 12:01 a.m. of the day of the election." Section 103.20(a) of the Board's Rules. In addition, the Board has held that Section 103.20 (c) of the Board's Rules requires that an employer notify the Regional Office at least five full working days prior to 12:01 a.m. of the day of the election, if it has not received copies of the election notice. *Club Demonstration Services*, 317 NLRB No. 52 (1995).

[14] In order to assure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses that may be used to communicate with them. *North Macon Health Care Facility*, 315 NLRB 359 (1994); *Excelsior Underwear, Inc*., 156 NLRB 1236 (1966); *NLRB v. Wyman Gordon Company*, 394 U.S. 759 (1969). Accordingly, it is hereby directed that within seven days of the date of this Decision, three copies of an election eligibility list, containing the full names and addresses of all eligible voters, shall be filed by the Employer with the Regional Director, Region 2, who shall make the list available to all parties to the election. In order to be timely filed, such list must be received in the Regional Office at the address below, on or before **October 31, 2005**. No extension of time to file this list may be granted, nor shall the filing of a request for review operate to stay the filing of such list, except in extraordinary circumstances. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed.

bargaining purposes by Stationary Engineers, Firemen, Maintenance and Building Service Employees Union, Local 670, RWDSU, UFCW.[15]

Dated at New York, New York
This 24th day of October 2005

/s/ Celeste J. Mattina
Regional Director, Region 2
National Labor Relations Board
26 Federal Plaza, Room 3614
New York, New York 10278

[15] Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th, NW, Washington, D.C. 20570-0001. This request must be received by the Board in Washington by no later than **November 7, 2005.**